

Request for Proposals

Sealed proposals will be received by the Mercer County Commissioners for vendors interested in implementing the Human Resources Consulting Program beginning December 1, 2008. The program begins December 1, 2008 and ends November 30, 2009 and may exercise two one-year renewal options. All proposals must be received at the Mercer County Commissioners located at 220 W. Livingston Street, Suite 201, Celina, Ohio 45822. The deadline for submission is 10:00 a.m. EDT on October 21, 2008, at which time the sealed proposals will be opened.

Information and specifications on these approved projects must be obtained by contacting Terry Coutts at Mercer County Job & Family Services, 220 W. Livingston Street, Suite 10, Celina, Ohio 45822 or phone at 419-586-5106 Ext. 508.

Awarding of the contract will be made on the basis of best submitted proposal and must be approved by the Mercer County Commissioners. See specifications for details.

All proposal envelopes should be marked "Human Resources Consulting Program." Proposals should include a bond, certified check, cashier's check, or money order made out to Mercer County Job & Family Services in the amount of 5% of the estimated total contract amount.

The Mercer County Commissioners reserve the right to accept or reject any or all proposals submitted and to waive any or all irregularities of any proposal. Selection can be based on factors other than price.

BY ORDER OF THE MERCER COUNTY COMMISSIONERS OF MERCER COUNTY,
OHIO

Kim Everman, Clerk, Mercer County Commissioners

The Daily Standard

Please Advertise September 15, 2008 and September 22, 2008.

Please send affidavit and proof of publication to:
Mercer County Job & Family Services
Attn: Terry Coutts
220 W. Livingston Street, Suite 10
Celina, Ohio 45822

MERCER COUNTY JOB & FAMILY SERVICES

Human Resources Consulting Program

Request for Proposal (RFP) Packet

- 1..... Proposal Submission Packet**
- 2..... Proposal Submission Packet Narrative Guidelines**
- 3..... Exhibit 1 – Proposal Score Sheet**
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- 5..... Attachment A – Request for Taxpayer ID Number**
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**MCJFS REQUEST FOR PROPOSALS (RFP):
Human Resources Consulting**

SECTION I. GENERAL PURPOSE & VENDOR INFORMATION

1.1 Purpose

The Mercer County Job and Family Services (MCJFS) releases this Request for Proposals (RFP) for the purpose of obtaining a vendor to provide general assistance and consultative services in human resources administration of the Department. MCJFS is seeking vendors who are experienced in providing such services to government agencies in Ohio, have experience in working with the Ohio Department of Administrative Services, and primarily focus their work to employers in the human resources area. Though much of the work may be done through telephone calls, land mail, and e-mail; actual on-site assistance cannot be ruled out. It is expected that the Department will require no more than 250 hours of service over the course of a one year contract.

1.2 Issuing Office

This RFP is released by and the subsequent contract(s) will be with MCJFS. If interested vendors have a need to communicate regarding this RFP, they must contact MCJFS via E-mail as referenced in **Sections 1.7, E-mail Question and Answer Period/RFP Clarification Opportunity** of this RFP. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that MCJFS will not consider any proposals submitted to any address other than the one provided in **Section 5.1** of this RFP. Vendor proposals must be submitted to MCJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission Information.**

1.3 Background

The Mercer County Job & Family Services (Department) is a public agency of Mercer County and operates under the general administrative authority of the Mercer County Board of Commissioners. The Department develops human resources policies and procedures in conjunction with the County Commissioners, as well as on their own. Other HR activities include: position description development; bi-weekly processing of timekeeping; disciplinary actions; hiring of new employees and their orientation to the agency; employee retirements, resignations and discharges; position analysis to determine the pay grade for new positions; employee training; performance evaluations; and consultation with the Director and Supervisory staff. The Department currently (9/1/08) has 30.4 FTE's (Full Time Equivalent) employees.

1.4 Overview of the Program

The Department has typically contracted with an HR consulting firm to assist when issues arise in the area of Human Resources that are beyond the knowledge base of the Human Resources Officer. This has included legal reviews (though the County Prosecutor's Office is the final legal authority for the department) regarding specific policies / procedures; periodic involvement in disciplinary actions and discharges; and position analysis. Now that the Ohio Department of Administration (DAS) is no longer involved in the creation of position descriptions and class specifications for County Departments of JFS (CDJFS), it is believed that more involvement may result in establishing new positions and determining job qualifications.

1.5 Objectives of the Program

The goal of the Human Resources consulting services is to promote the efficient operations of the Department through appropriate advice and consultative services in the area of Human Resources.

1.6 Anticipated Procurement Timetable

EVENT/ACTIVITY	DATE
Release Date	September 15, 2008
Submission Period	September 15, 2008 through October 21, 2008
Q&A Deadline Date & Time	October 10, 2008 at 10:00 a.m.
RFP Deadline Date, Time & Place	October 21, 2008 at 10:00 a.m. Mercer County Board of Commissioners Office.
Review Timeframe	Proposals will be reviewed in a timely manner after the close of the RFP period.
Protest Period	Protests must be filed within eight (8) days after the date the approval/denial letters are mailed.
Estimated Start Date	December 1, 2008

1.7 E-mail Question & Answer Period; RFP Clarification Opportunity

Potential vendors may ask clarifying questions regarding this RFP via e-mail during the Q&A Period as outlined in **Section 1.6, Anticipated Procurement Timetable**. To ask a question, potential vendors must use the following process:

Program Questions: Terry Coutts at coutst@odjfs.state.oh.us

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number. MCJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include identification for the originator of the question. MCJFS will not respond to any questions submitted after **10:00 a.m.** on the date the Q&A period closes.

There is an established time period for the Vendor Q&A process (see **Section 1.6, Anticipated Procurement Timetable**, above). MCFJS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. MCFJS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

1.8 Communication Prohibitions

From the issuance date of this RFP until an actual contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor that expects to submit a proposal and any employee of MCJFS in the issuing office, or any other MCJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor. The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.7, E-mail Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between MCJFS and any vendor that could submit a proposal in response to this RFP;
3. As part of any vendor interview process or proposal clarification process initiated by MCJFS, which MCJFS deems necessary in order to make a final selection.

Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

1.9 Program Period & Funding Source

MCJFS is seeking to contract with a vendor to provide HR administrative assistance and consultation from December 1, 2008 through November 30, 2009. The Department, at its sole discretion, may decide to exercise two one-year renewal options .

Mercer County job and Family Services has provided the funding for this Program. Contracts with the Provider(s) will be based on unit cost. Proposals must show the rate to be charged per hour for services to be provided, as well as the Proposed Total Cost for 250 hours of service.

SECTION II. VENDOR EXPERIENCE AND QUALIFICATIONS

Vendors' proposals must address all the following minimum qualifications as well as organizational and staff experience and capabilities:

2.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, MCJFS requires that interested vendors **must** meet, at minimum, **at least 5 of the 7** qualifications and the requirement in 2.1 - 2 below:

1. MCJFS will consider proposals from vendors who have 1) experience working with ODJFS/CDJFS 2) experience working with government agencies in the State of Ohio. 3) experience working with the Ohio Department of Administrative Services. 4) as their primary focus of the business, human resources administration/consultative services. 5) labor attorneys or other qualified legal advisors available to provide Human Resources advice and consultative services to the Department when requested 6) periodic training conferences 7) periodic e-mail newsletters on legislative updates in the State of Ohio and/or nationally. After the first seven factors have been scored, cost of services to be provided will be evaluated.
2. MCJFS will consider proposals from vendors who include a bond, certified check, cashier's check or money order made out to Mercer County Job & Family Services in the amount of 5% of the estimated total contract amount.

Vendors which do not meet the above experience and qualifications will be disqualified from further consideration for contract award.

SECTION III. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

3.1 Scope of Work

The scope of the Human Resources Consulting Services is to promote the efficient operations of the Department through appropriate advice and consultative services in the area of Human Resources. The contract shall be for a one year period beginning on or about December 1, 2008 and ending November 30, 2009. The Department, at its sole discretion, may decide to exercise two one-year renewal options. Renewal options will be based on the current year's performance, compliance, and the availability of funds. The contract requires the approval of the Mercer County Commissioners.

3.2 Number of Participants

The requests for services will generally be generated by the Director of the agency, or the Human Resources Officer after discussion with the Director.

3.3 Administrative Structures—Proposed Work Plan

Vendors are to include, at minimum, the following administrative structures and technical approach for the proposed work plan. The vendor shall:

- A. State the key objectives of the proposed program. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in **Section 1.5** of this RFP.];
- B. Provide a current organizational chart as **Attachment H** (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this program.

SECTION IV. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, MCJFS notifies vendors seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

4.1 Interview

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from MCJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. MCJFS reserves the right to select from responding vendors for

interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

4.2 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Exhibit 2.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Exhibit 2.**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to MCFJS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of MCFJS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from MCFJS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with MCFJS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with MCFJS, a vendor agrees that all necessary insurance is in effect.

4.3 Subcontractor Identification and Participation Information

Any vendors proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

4.4 Confidentiality

All contracts will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

4.5 Ethical & Conflict of Interest Requirements

- A. No contractor or individual, company or organization seeking a contract shall promise or give to any MCJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No contractor or individual, company or organization seeking a contract shall solicit any MCJFS employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of MCJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by MCJFS to enter into a contract; and
- D. MCJFS employees and contractors who violate Sections 102.03, 102.04, 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

4.6 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from MCJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health

Information (PHI) is information received by the contractor from or on behalf of MCJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP. In the event of a material breach of contractor obligations under this section, MCJFS may at its option terminate the contract according to provisions within the contract for termination.

4.7 Waiver of Minor Proposal Errors

MCJFS may, at its sole discretion, waive minor errors or omissions in vendors' proposals/forms when those errors do not unreasonably obscure the meaning of the content.

4.8 Proposal Clarifications

MCJFS reserves the right to request clarifications from vendors of any information in their proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

4.9 Unresolved Findings for Recovery (R.C. 9.24)

ORC Section 9.24 prohibits MCJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any contract arising out of this RFP, without notifying MCJFS of such finding. MCJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. MCJFS will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

4.10 Declaration of Material Assistance Requirements

Any vendor responding to any MCJFS RFP or any other procurement opportunity is required to provide certification that the vendor has not provided material support or resources to any organization listed on the "Terrorist Exclusion List" (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, provided as **Attachment B**, to this RFP, must be printed, completed, and signed by the interested vendor's authorized representative, and returned to MCJFS as a component of the vendor technical proposal/bid. Failure to properly complete the form or to provide it as part of the proposal submitted to MCJFS may result in the disqualification of the vendor's proposal from consideration. Vendors may access the TEL from the Ohio Homeland Security Office website, located at www.homelandsecurity.ohio.gov/dma.asp or via e-

mail to dma-info@dps.state.oh.us for the current list of excluded organizations and additional information.

4.11 Campaign Contribution Limitations

“Ohio Revised Code sections 3517.13 (I)(3) and 3517.13 (J)(3) require that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership, or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code sections 3517.13 (I)(1) and 3517.13 (J)(1) are in compliance with the aforementioned provisions. The offeror is required to complete the affidavit contained in **Attachment C** of the proposal/bid. **Failure to submit the required form with the proposal/bid packet will deem the offeror’s response to be non-responsive and disqualified from receiving further consideration.**”

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of five (5) paper copies (**one signed original** and four [4] copies) in a sealed envelope. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Mercer County Commissioners
ATTN: Kim Everman
220 W. Livingston St., Suite 201
Celina, OH 45822**

Proposals must be received at the above address no later than 10:00 a.m. on October 21, 2008, at the Mercer County Commissioners Office.

Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered.

All copies of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

5.2 Format for Organization of the Proposal

A. Overall Proposal Organization

A sample Proposal Score Sheet is provided as **Exhibit 1** of this RFP. **Vendors are strongly encouraged to use the Proposal Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

Vendors must organize their Proposal in the following order:

1. Proposal submission packet.
2. Attachment A: Request for Taxpayer Identification Number (W-9) Form
3. Attachment B: Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Org.
4. Attachment C: Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contributions)
5. Attachment D: Workman's Compensation Certification
6. Attachment E: Drug-Free Workplace Policy
7. Attachment F: Liability Insurance Verification
8. Attachment G: Professional Licensure Verification
9. Attachment H: Organizational Chart

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

MCJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from MCFJS. **Vendors should not assume that the review members are familiar with their current work activities with MCJFS.** Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of unsupported self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process. Final selection of the vendor will be based upon the criteria specified in Sections II., III., and IV. of this RFP. Any proposals not meeting the requirements contained in Sections II., III. and IV. of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, MCFJS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration.**

1. Was the proposal received by the deadline as specified in **Section 1.6.**

2. Did the vendor submit five (5) copies of their Proposal as specified in **Section 5.1**.
3. Did the vendor submit all required attachments as specified in **Section 5.2**.

B. Phase II. Review—Criteria for Scoring the Technical Proposal:

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in Sections II, III, IV of this RFP. Using the score sheet for Phase II scoring (see **Exhibit 1** of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final score for each qualifying proposal.

C. Phase III. Review—Approval by Mercer County Commissioners:

Awarding of the contract will be made on the basis of best submitted proposal and must be approved by the Mercer County Commissioners. The Mercer County Commissioners reserve the right to accept or reject any or all proposals submitted and to waive any or all irregularities of any proposal.

A maximum of 80 points will be awarded for the Proposal. The proposal must achieve a total of at least 45 points (a score which represents that the vendor can successfully perform the resulting contractual duties) out of the possible 80 points to qualify for continued consideration.

The proposal evaluation criteria will be scored according to the following scale, based on a proposed plan’s ability to meet MCJFS needs. The Proposal Score Sheet (see **Exhibit 1**) uses the following point values for rating each requirement.

0	6	8	10
Does Not Meet Requirement	Partially Meets	Meets Requirement	Exceeds Requirement

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”-a particular RFP requirement was not addressed in the vendor’s proposal, **Score: 0**

“Partially Meets Requirement”-vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level, **Score: 6**

“Meets Requirement”-Vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

“Exceeds Requirement”-Vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of MCFJS expectations, **Score: 10**

IMPORTANT: Before submitting a proposal to MCJFS in response to this RFP, vendors are strongly encouraged to use the Proposal Score Sheet (**Exhibit 1**) and the above technical performance scoring information to review their proposals for completeness, compliance and quality.

6.2 Final Selection

The PRT will recommend for selection the qualified vendor. Results from the Interview (if appropriate) will be considered to clarify any questions the PRT may have.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The program name of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by MCJFS;
 5. A statement as to the form of relief requested from MCJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by MCJFS, if it is received by MCJFS, within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 1.6, Anticipated Procurement Time Table, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the **eighth (8th) calendar day** after the issuance of the Letter of Intent to Award the contract.

C. An untimely protest may be considered by MCJFS if MCJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by MCJFS after the time periods set forth in Item B. of this section.

D. All protests must be filed at the following location:

Director, MCJFS
220 W. Livingston St., Suite 10,
Celina, OH 45822

E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of MCJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.

F. MCJFS shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

MCJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of MCJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. MCJFS reserves the right to not select any vendor should MCJFS decide not to proceed.

Human Resources Consulting Program

Proposal Score Sheet

Exhibit 1

PHASE 1: Initial Qualifying Criteria

The proposal must meet all of the following Phase I proposal acceptance criteria in order to be considered for further evaluation. Any proposal receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration.**

ITEM	PROPOSAL ACCEPTANCE CRITERIA	YES	NO
1	Was the Vendor's proposal received by the deadline as specified in the RFP?		
2	Vendor's proposal includes all required affirmative statements and certifications, signed by the vendor's responsible representative, as described in Section 5.2 of the RFP?		
3	Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list?		
4	ODJFS' review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery?		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying proposals will be collectively scored by a Proposal Review Team (PRT) appointed by MCJFS. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

A Proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Proposals which do not meet or exceed a total score of at least **45** points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **80** points, will be disqualified from further consideration.

EVALUATION CRITERIA	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
REQUESTED VENDOR INFORMATION & CERTIFICATIONS				
The Vendor included, properly completed and signed, the Required Vendor Information & Certification specified in the RFP				
PHASE II: RFP PACKET QUESTIONNAIRE				
1. Experience working with ODJFS/CDJFS?				
2. Experience working with government agencies in State of Ohio?				
3. Experience working with Ohio Dept. of Administrative Services?				
4. Primary focus of business is HR Administration/consultative services?				
5. Labor attorneys or other qualified legal advisors are on staff to assure advice to MCDJFS follows legal guidelines?				
6. Proposer offers periodic training conferences, as demonstrated within the proposal.				
7. Periodic e-mail newsletters on legislative updates in the State of Ohio and/or nationally are distributed to clients as a service?				
8. Cost?				
Column Subtotal of "Partially Meets" Points		0		
Column Subtotal of "Meets" Points			0	
Column Subtotal of "Exceeds" Points				0
GRAND TOTAL SCORE:				

Based upon the Grand Total Score earned, does the vendor's proposal proceed to the Phase III Approval by the Mercer County Commissioners? (Vendor's Grand Total Score must be at least 45 points.)

Yes _____ No _____

Prosals Score Team Member Signatures:

MERCER COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Exhibit 2 -- Model Contract

This Contract is entered into by and between the Board of County Commissioners of Mercer County through and on behalf of the Mercer County Department of Job and Family Services (CDJFS) and XXXXX (Provider), with an office at XXXXX, whose telephone number is (xxx) xxx-xxxx, for the purchase of Consulting Services for Human Resources.

I. TERM

This contract will be effective from December 1, 2008 through November 30, 2009 inclusive, or upon execution whichever is later, unless otherwise terminated or extended by formal amendment. As stated in the RFP The Mercer County Department of Job and Family Services, at its sole discretion, may decide to exercise two one-year renewal options. Renewal options will be based on current year's performance, compliance, and the availability of funds. This renewal option is subject to the same terms and conditions as the original contract, and its amendments. The contract requires the approval of the Mercer County Board of Commissioners. (Per Exhibit 1 – RFP)

II. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract and the attached Exhibits (such Exhibits are deemed to be a part of this Contract as fully as if set forth herein.)

Exhibit 1. – Request for Proposal (RFP) issued September 15, 2008 with reference to section 1.4, 1.5, and 3.1 of the RFP. The Provider agrees to perform the services as described in Exhibit 1, as noted in section 1.4, 1.5, and 3.1. This will be on an *“as needed basis”*.

III. REMUNERATION RATES, BILLING AND PAYMENT

A. Remuneration: The maximum amount to be paid by CDJFS to the Provider for Consulting Services for Human Resources under this contract is \$XXXXXX plus any mileage expenses.

B. Rate: CDJFS agrees to compensate the Provider in accordance to the rates outlined in Exhibit 2, (XXXXX Proposal) as noted on page 4 under "Cost of Services to be Provided" in the cost summary for the services performed by the Provider. The total compensation of this Contract is not to exceed XXXXX \$XXXXXX plus any mileage expenses over the length of the agreement as noted above.

C. Billing: Invoices shall be sent monthly to the CDJFS within twenty (20) days of the end of the service month. Provider shall include all services provided during the service month on the invoice. ***Under NO circumstances will CDJFS make payment for any service invoiced after two(2) months following the end of the service.*** Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section V., Termination. All invoices submitted shall be subject to audit and adjustment by CDJFS and the Ohio Department of Job and Family Services after payment is made.

D. Payment: CDJFS will review Provider's invoice for completeness of required information before making payment, but within thirty (30) working days after receipt of invoice. Any adjustments to the invoice by CDJFS will be identified in an adjustment letter to the Provider,

to be issued timely with payment check. If Provider's invoice is incomplete, payment will be delayed until receipt of required information.

IV. REPAYMENT PROCESS

The Vendor agrees to repay CDJFS the full amount of overpayment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified *and the overpayment cannot be repaid in one month, the Provider will sign a REPAYMENT OF FUNDS AGREEMENT* or the CDJFS shall withhold the overpayment from monies due to the Vendor. The Vendor recognizes and agrees CDJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract. This includes overpayments or other errors found through an audit finding. If repayments or overdue amounts are not made according to the agreed upon terms, future payment will be held until the repayment of funds is current. **This clause survives the contract.**

V. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should the Vendor wish to terminate this contract, the Vendor must deliver the notice of termination 30 days prior to the effective date of termination. Should CDJFS wish to terminate, the CDJFS may do so immediately upon delivery of the termination notice. The parties further agree that should the Vendor become unable to provide the services agreed to in this contract for any reason or otherwise materially breach this contract, such services as the Vendor has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of the Contract Section III, remuneration Rates, Billing and Payment, subject to any claim or setoff for overpayment or other causes.

The parties further agree that should the Provider become unable to complete the work requested in this Contract for any reason, such work as the Provider has completed upon the date of its inability to continue to terms of this Contract shall become the property of the CDJFS. The CDJFS shall not be liable to tender and/or pay to the Provider any further compensation after the date of the Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by the CDJFS. Notwithstanding the above, the Provider shall not be relieved of liability to the CDJFS for damages sustained by the CDJFS by virtue of any breach of the Contract by the Provider and the CDJFS may withhold any compensation to the Provider for the purpose of off-set until such time as the amount of damages due the CDJFS from the Provider is agreed upon or otherwise terminated.

VI. AVAILABILITY OF FUNDS

This contract is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by the Vendor hereunder, the products or services directly involved in the performance of that function may be terminated by CDJFS at the end of the period for which funds are available. CDJFS will notify the Vendor at the earliest possible time of any products or services that will or may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, CDJFS may reduce the scope of service purchased and / or total contract dollars. No penalty shall apply to CDJFS in the event this provision is exercised, and CDJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

VII. FUNDING

This services will be funded through a variety of funding sources to include, but not limited to:

- TANF - CFDA# 93.558
- Income Maintenance - CFDA# 93.778,10.561, STFO
- Medicaid - CFDA# 93.778

VIII. EQUAL EMPLOYMENT OPPORTUNITY

Provider agrees that as a condition of this contract it will comply with Executive Order 11246 of September 24, 1965, entitled the "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor Regulations (41 CFR Chapter 60). The CDJFS and Provider agree that, as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI or the Civil Rights Act or 1964, Rehabilitation Act of 1973 and subsequent amendments, and shall in all other ways comply with applicable state and federal law.

IX. GOVERNANCE:

It is agreed by all and between the Parties that this agreement shall be governed by the law as of the State of Ohio.

X. LIABILITY INSURANCE:

It is agreed by and between the parties that the Provider shall provide evidence of a general liability insurance policy for all risks, in the amount of at least one million dollars (\$1,000,000.00), and professional liability insurance in the amount of at least one million dollars (\$1,000,000.00), and shall maintain said liability insurance policies in the said amounts during the term of this agreement.

XI. CONTRACTOR AUTHORIZATION:

This is an agreement for services to be provided by an Independent Contractor; CDJFS is not concerned with controlling the time, method, manner and mode of the duties to be performed by the Provider, but only the result of the Provider's work. The parties hereto expressly agree that this is a Personal Service Agreement as set forth under Ohio Revised Code Section 145.03 and Ohio Administrative Code 145-5-15 and said Provider expressly waives for himself and his agents or employees any rights, claims, or demands that he or his agents or employees may have for any benefit under the Public Employee's Retirement System (PERS) of the State of Ohio.

XII TAXES

Provider shall be liable for all State, Local, and Federal income taxes and the reporting of same to the appropriate taxing agencies.

XIII. BENEFITS

Provider and its agents or employees shall not be considered employees of the CDJFS or Mercer County for any purposes and therefore are not eligible for sick leave, vacation, hospitalization, or fringe benefits extended to regular employees of the State of Ohio or Mercer County.

XIV. WORKERS COMPENSATION AND UNEMPLOYMENT COMPENSATION:

The Provider shall be responsible for all workers compensation and unemployment compensation with regard to its employees or agents. The Provider shall provide, at the beginning of this service agreement, a certificate showing that workers compensation and unemployment compensation are in fact in good standing and in effect. The Provider shall maintain workers compensation and unemployment compensation during the terms of this service agreement.

XV. DISCLOSURE

In connection with the performance of this Contract, the Provider hereby covenants that it has made a reasonable inquiry and that said inquiry has not disclosed any information about any business relationship or financial interest that said Provider’s Board, administrative staff and employees participating in this contract has with a county employee, employee’s business, or any business relationship of financial interest that a county employee has with the Provider or in the Provider’s business.

XVI. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to CDJFS and/or clients of CDJFS concerning the confidentiality of CDJFS clients. The Provider understands that any access to the identities of any CDJFS clients shall be as limited as necessary for the purpose of performing its responsibilities under this Contract. The Provider agrees that the use or disclosure of information concerning CDJFS clients for any purpose not directly related to the administration of this Contract is prohibited and governed by Ohio and United States statutes and regulations governing confidentiality.

XVII. RECORD RETENTION

Provider shall maintain and preserve, in provider’s possession, all financial records related to this contract for a period of seven years from the end date of this contract. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven year period, the provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven year period, whichever is later. In the event provider ceases business operation, provider shall make arrangements to transfer such records to the Mercer County Department of Job and Family Services.

XVIII. DRUG-FREE WORKPLACE

The Provider and/or his employees, agents, or their representatives will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while performing duties or responsibilities under this agreement.

XIX. CHILD SUPPORT ENFORCEMENT

The Provider agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring his/her employees meet child support obligation established under State Laws.

XX. SOFTWARE OWNERSHIP RIGHTS

This section is not applicable in the delivery of services through this contract.

XXI. AMENDMENT OF AGREEMENT

This agreement may be reviewed and amended at any time during the agreement period by mutual consent of the Parties involved. This must be completed by a signed amendment document. All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original Contract.

XXII. QUALIFICATIONS OF STAFF

(As noted in the RFP Section 2.1 and 3.3 B – Exhibit 1)

Any substitutions in staff or material changes in the amount of staff time to be devoted to the project may not be made without the prior written authorization of the Department.

XXIII. ASSIGNMENT AND SUBCONTRACTING

The Parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of CDJFS. The provider may not subcontract any of the services agreed to in this contract without the express written consent of the CDJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. Provider is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

(AT THIS TIME IT IS NOTED THAT THE PROVIDER DOES NOT PLAN TO USE ANY SUBCONTRACTORS IN THE PROVISION OF SERVICES FOR THIS CONTRACT.)

XXIV SEVERABILITY

If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent to be held invalid or unenforceable, the remainder of this agreement or the application of such item or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

XXV WAIVER

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition.

XXVI CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from CDJFS, assuming that the contractual work in no way impedes the Provider's ability to perform the services required under this contract. The Provider warrants that at the time of entering into this Contract, it has not interest in nor shall it acquire any interest, direct or indirect, in any Contract which will impede its ability to perform the services under this Contract.

The Provider further agrees that there is no financial interest involved on the part of any CDJFS officers, or employees of the county involved in the development of the specifications or the negotiation or actual performance of this Contract. The Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this Contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this Contract has a financial or other interest in the Contract aside from compensation for services rendered or received personal favors as a result of the signing or performance of this Contract.

The Provider will report the discovery of any potential conflict of interest to CDJFS. Should a conflict of interest occur or be discovered during the term of this Contract, CDJFS may exercise any right under the Contract including termination of the Contract. Attention is also directed to Contract Section XV., Disclosure, on Provider's duty of disclosure.

XXVII GRIEVANCE / DISPUTE RESOLUTION

The Provider and the CDJFS agree to be bound by a Grievance / Dispute Resolution process which will exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. To this end the parties agree to take affirmative steps to communicate effectively, to keep lines of

communication open and to handle all disputes in a reasonable and businesslike manner. It is not the intent of either party to utilize the dispute resolution process to resolve or avoid compliance with state or federal laws regulations. The dispute process is as follows: (1) The party wishing to invoke the dispute resolution procedure must do so within sixty (60) days of the incident or lack of action over which the dispute arose; (2) The appropriate management representatives should be identified and a solution worked out within sixty (60) days; (3) If an impasse continues the dispute should be elevated to the County Board of Commissioners (or designee) who will meet within thirty (30) days of the impasse in an attempt to resolve the issue; (4) If the issue is still unresolved, either party may seek judicial recourse.

XXVIII FINDINGS FOR RECOVERY

In accordance with the provisions of House Bill 95 and newly-created section 9.24, the state auditor has opened the findings for recovery database. Effective January 1, 2004, Ohio law bars any state agency, county or other political subdivision from awarding a contract for goods, services or constructions, paid for in whole or in part with state funds, to any person against whom a finding for recovery has been issued by the Auditor of State if the finding is unresolved. The Mercer County Department of Job and Family Services will check this data base upon awarding any contracts and quarterly thereafter. If an unresolved finding for recovery is found, the Mercer County Department of Job and Family Services has the right to immediately terminate this contract.

XXIX DECLARATION REGARDING MATERIAL ASSISTANCE/ NONASSISTANCE TO A TERRORIST ORGANIZATION.

Provider must certify that it is in compliance with the ORC section 2909.32, 2909.33 in reference to the Division of Homeland Security and will be required to read and certify that they don't provide material assistance to any organization of the United States department of state terrorist exclusion list and to complete the necessary form for this code. (see Exhibit 1, Section XII)

XXX HOUSE BILL 694 - CAMPAIGN CONTRIBUTION LIMITATIONS

Provider is required to comply with Ohio Revised Code sections 3517.13 (I)(3) and 3517.13 (J)(3) which requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods or services costing more than five hundred dollars with a corporation, individual, partnership, or other unincorporated business association including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes certification that the individuals named in Revised Code sections 3517.13(I)(1) and 3517.13 (J)(1) are in compliance with the aforementioned provisions.

By signing this Agreement, the undersigned representative of XXXXX certifies on behalf of the Consultant corporation that all of the following persons, if applicable, are in compliance with division (J)(1) of Ohio Revised Code Section 3517.13 with respect to all public officials of any Ohio political subdivision with whom the Consultant is hereby contracting:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned authorized representative of the Consultant certifies such compliance on and since April 4, 2007 and on any date after April 4, 2007 that the Client and the Consultant enter into this

Agreement. If the Consultant’s representative or any Officer of the Consultant becomes aware of noncompliance with O.R.C. Section 3517.13(J)(1) between the time the Consultant’s representative signs this Agreement and the time the Client fully executes and enters into this Agreement, the Consultant shall so notify the Client – and unless and until the Client receives such notice, the Client may rely on this certification when entering into this Agreement. This certification is a part of this Agreement.

Therefore, in consideration of the terms stipulated above, the parties have caused this agreement to be executed.

XXXXX, Inc.
Authorized Representative

Date

Dale J. Borger – Mercer County Job & Family Services

Date

Jerry Laffin – Mercer County Commissioner

Date

Bob Nuding – Mercer County Commissioner

Date

John Bruns – Mercer County Commissioner

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

OR

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? [] Yes [] No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? [] Yes [] No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF OHIO

COUNTY OF MERCER SS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Mercer, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Mercer County Board of Commissioners or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made since April, 4 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Mercer County Board of Commissioners or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____,
_____, 20 ____.

Notary Public _____

My Commission Expires: _____